

**STATE OF GEORGIA
COUNTY OF COBB
INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT, made and entered into this day of _____, by and between

_____ (hereinafter referred to as the "Owner") and the City of Marietta, Georgia (hereinafter referred to as the "City"), as follows:

WHEREAS, the Owner is the owner of property located at

(hereinafter referred to the "Property");

WHEREAS, the Owner desires to take advantage of administrative policy number six of the City with regard to certain rehabilitative work to the Owner's property; and

WHEREAS, the City, in consideration of this Agreement, is willing for the owner to take advantage of the provisions of administrative policy number six of the City.

NOW, THEREFORE, in consideration of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the owner hereby agrees to indemnify and hold the City, its agents and employees harmless from and against any and all claims, actions and suites and from and against any and all liabilities, losses, damages, charges, counsel fees and other expenses of every nature and character, which the City, its employees or agents at any time shall or may sustain or incur by reason of the drainage work to be performed on the Owner's property pursuant to administrative policy number six of the City. The Owner also acknowledges that the City will not be responsible for maintaining the drainage improvements made to the Owner's property. The City does not warrant the engineering portion of the rehabilitative work nor represent that such work will solve any drainage issues.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal, the date and year first above written.

CITY OF MARIETTA
BY:

Attest:

City Clerk

OWNER: